

1 AN ACT in relation to the Metropolitan Water Reclamation
2 District.

3 **Be it enacted by the People of the State of Illinois,**
4 **represented in the General Assembly:**

5 Section 5. The Metropolitan Water Reclamation District Act
6 is amended by changing Section 8c and by adding Section 295 as
7 follows:

8 (70 ILCS 2605/8c) (from Ch. 42, par. 327c)

9 Sec. 8c. Every lease of property no longer or not
10 immediately required for corporate purposes of a sanitary
11 district, from such district to others for a term not to exceed
12 99 years, in accordance with Section 8 of this Act, shall be
13 negotiated, created and executed in the following manner:

14 (1) Notice of such proposed leasing shall be published for
15 3 consecutive weeks in a newspaper of general circulation
16 published in such sanitary district, if any, and otherwise in
17 the county containing such district.

18 (2) Prior to receipt of bids for the lease under this
19 Section, the fair market value of every parcel of real property
20 to be leased must be determined by 2 professional appraisers
21 who are members of the American Institute of Real Estate
22 Appraisers or a similar, equivalently recognized professional
23 organization. The sanitary district acting through the general
24 superintendent may select and engage an additional appraiser
25 for such determination of fair market value. Every appraisal
26 report must contain an affidavit certifying the absence of any
27 collusion involving the appraiser and relating to the lease of
28 such property.

29 (3) Such lease must be awarded to the highest responsible
30 bidder (including established commercial or industrial
31 concerns and financially responsible individuals) upon free
32 and open competitive bids, except that no lease may be awarded

1 unless the bid of such highest responsible bidder provides for
2 an annual rental payment to the sanitary district of at least
3 6% of the fair market value determined under this Section.

4 (4) Prior to acceptance of the bid of the highest
5 responsible bidder and before execution of the lease the bidder
6 shall submit to the board of commissioners and general
7 superintendent, for incorporation in the lease, a detailed plan
8 and description of improvements to be constructed upon the
9 leased property, the time within which the improvements will be
10 completed, and the intended uses of the leased property. If
11 there is more than one responsible bid, the board of
12 commissioners may authorize and direct the general
13 superintendent to solicit from the 2 highest responsible
14 bidders written amendments to their prior bids, increasing
15 their rental bid proposal by at least 5% in excess of their
16 prior written bid, or otherwise amending the financial terms of
17 their bid so as to maximize the financial return to the
18 sanitary district during the term of the proposed lease. Upon
19 the general superintendent's tentative agreement with one or
20 more amended bids, the bids may be submitted to the board of
21 commissioners with the recommendation of the general
22 superintendent for acceptance of one or rejection of all. The
23 amendments may not result in a diminution of the terms of the
24 transaction and must result in an agreement that is equal to or
25 greater in value than the highest responsible bid initially
26 received.

27 (5) The execution of such lease must be contemporaneous to
28 the execution by the lessee, each member of the board of
29 commissioners and the general superintendent of an affidavit
30 certifying the absence of any collusion involving the lessee,
31 the members and the general superintendent and relating to such
32 lease.

33 (6) No later than 30 days after the effective date of the
34 lease, the lessee must deliver to the sanitary district a
35 certified statement of the County Assessor, Township Assessor
36 or the county clerk of the county wherein the property is

1 situated that such property is presently contained in the
2 official list of lands and lots to be assessed for taxes for
3 the several towns or taxing districts in his county.

4 (7) Such lease shall provide for a fixed annual rental
5 payment for the first year not less than 6% of the fair market
6 value as determined under this Section and may be subject to
7 annual adjustments based on changes in the Consumer Price Index
8 published by the United States Department of Labor, Bureau of
9 Labor Statistics, or some other well known economic
10 governmental activity index. Any lease, the term of which will
11 extend for 15 years or more, shall provide for a
12 redetermination of the fair market value (independent of
13 improvements to the property subsequent to the effective date
14 of the lease) after the initial 10 years and every 10 years
15 thereafter, in the manner set forth in paragraph (2) of this
16 Section, said redetermination to be as of the first day of each
17 succeeding 10 year period, and annual rental payments shall be
18 adjusted so that the ratio of annual rental to fair market
19 value shall be the same as that ratio for the first year of the
20 preceding 10 year period. The rental payment for the first year
21 of the new 10 year period may be subject to Consumer Price
22 Index or other allowable index adjustments for each of the next
23 9 years, or until the end of the lease term if there are less
24 than 9 years remaining.

25 (8) A sanitary district may require compensation to be paid
26 in addition to rent, based on a reasonable percentage of
27 revenues derived from a lessee's business operations on the
28 leasehold premises or subleases, or may require additional
29 compensation from the lessee or any sublessee in the form of
30 services, including but not limited to solid waste disposal;
31 provided, however, that such additional compensation shall not
32 be considered in determining the highest responsible bid, said
33 highest responsible bid to be determined only on the initial
34 annual rental payment as set forth in paragraph (3) of this
35 Section.

36 (9) No assignment of such lease or sublease of such

1 property is effective unless approved in writing by the general
2 superintendent and the board of commissioners of the sanitary
3 district. No assignment or sublease is effective if the
4 assignee or sublessee is a trust constituted by real property
5 of which the trustee has title but no power of management or
6 control, unless the identity of the beneficiaries of the trust
7 is revealed, upon demand, to the general superintendent and the
8 board of commissioners of the sanitary district.

9 (10) Failure by the lessee to comply with a provision in
10 the lease relating to improvements upon the leased property or
11 any other provision constitutes grounds for forfeiture of the
12 lease, and upon such failure the sanitary district acting
13 through the general superintendent shall serve the lessee with
14 a notice to terminate the lease and deliver possession of the
15 property to the sanitary district within a particular period.

16 (11) If the general superintendent and the board of
17 commissioners conclude that it would be in the public interest,
18 said sanitary district may lease to the United States of
19 America and the State of Illinois, County of Cook, any
20 municipal corporation, or any academic institution of ~~higher~~
21 learning which has been in existence for 5 years prior to said
22 lease, provided that such lease limit the institution's use of
23 the leased land to only those purposes relating to the
24 operation of such institution's academic or physical
25 educational programs without complying with the prior
26 provisions of this section, upon such terms as may be mutually
27 agreed upon, in accordance with an act concerning "Transfer of
28 Real Estate between Municipal Corporations", approved July 2,
29 1925, as amended, with provisions that such property is to be
30 applied exclusively to public recreational purposes or other
31 public purposes and that such lease is terminable in accordance
32 with service of a one-year notice to terminate after
33 determination by the board of commissioners and the general
34 superintendent that such property (or part thereof) has become
35 essential to the corporate purposes of the sanitary district.

36 (Source: P.A. 91-248, eff. 1-1-00; 92-16, eff. 6-28-01.)

1 (70 ILCS 2605/295 new)

2 Sec. 295. District enlarged. Upon the effective date of
3 this amendatory Act of the 93rd General Assembly, the corporate
4 limits of the Metropolitan Water Reclamation District are
5 extended to include within those limits the following described
6 tracts of land and those tracts are annexed to the District.

7 Parcel 1:

8 THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH,
9 RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT
10 PART TAKEN FOR ROAD PURPOSES IN RIDGELAND AVENUE AND EXCEPT
11 THAT PART LYING IN THE MICHIGAN CENTRAL RAILROAD RIGHT OF
12 WAY AND EXCEPT THE NORTH 208.71 FEET OF THE WEST 313.07
13 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 19
14 LYING SOUTH OF THE SOUTH RIGHT OF WAY OF U.S. ROUTE 30, ALL
15 IN COOK COUNTY, ILLINOIS.

16 Parcel 2:

17 THE WEST 75 ACRES OF THE NORTHEAST QUARTER OF SECTION 15,
18 TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
19 MERIDIAN, IN COOK COUNTY, ILLINOIS.

20 Parcel 3:

21 THE SOUTH 242.29 FEET (AS MEASURED ALONG THE EAST LINE) OF
22 LOT 8 IN BLOCK 14 IN ARTHUR T. McINTOSH & COMPANY'S
23 CRAWFORD COUNTRYSIDE UNIT NO. 2, BEING A SUBDIVISION OF THE
24 SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE
25 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
26 PLAT THEREOF RECORDED JANUARY 23, 1952 AS DOCUMENT NO.
27 15259571, IN COOK COUNTY, ILLINOIS; ALSO, THAT PART OF
28 ADJOINING STREET.

29 Parcel 4:

30 HERBERT'S RESUBDIVISION OF LOT 9 IN BLOCK 14 IN ARTHUR T.
31 McINTOSH & COMPANY'S CRAWFORD COUNTRYSIDE UNIT NO. 2, BEING
32 A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15,
33 TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
34 MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, THAT PART OF
35 ADJOINING STREETS.

1 Parcel 5:

2 THE SOUTH 150 FEET (AS MEASURED ON THE EAST AND WEST LINES
3 THEREOF) OF LOT 2 IN BLOCK 13 IN ARTHUR T. McINTOSH &
4 COMPANY'S CRAWFORD COUNTRYSIDE UNIT 2, BEING A SUBDIVISION
5 OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH,
6 RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING
7 TO PLAT THEREOF RECORDED PER DOCUMENT NO. 15259571, IN COOK
8 COUNTY, ILLINOIS; ALSO, THAT PART OF ADJOINING STREET.

9 Parcel 6:

10 THE EAST 100.0 FEET OF THE SOUTH 125.0 FEET OF LOT 4 IN
11 BLOCK 13 IN ARTHUR T. McINTOSH AND COMPANY'S CRAWFORD
12 COUNTRYSIDE UNIT NO. 2, BEING A SUBDIVISION OF THE
13 SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE
14 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
15 ILLINOIS; ALSO, THAT PART OF ADJOINING STREET.

16 Parcel 7:

17 THE WEST HALF OF THE SOUTH 125 FEET OF LOT 4, IN BLOCK 13,
18 IN ARTHUR T. McINTOSH AND COMPANY'S CRAWFORD COUNTRYSIDE
19 UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF
20 SECTION 15, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD
21 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, THAT
22 PART OF ADJOINING STREET.

23 Parcel 8:

24 THE SOUTH HALF OF LOT 5, IN BLOCK 13, IN ARTHUR T. McINTOSH
25 AND COMPANY'S CRAWFORD COUNTRYSIDE UNIT NO. 2, BEING A
26 SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 15,
27 TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
28 MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, THAT PART OF
29 ADJOINING STREET.

30 Parcel 9:

31 LOT 15 (EXCEPT THE WEST 50.0 FEET THEREOF) IN BLOCK 12 IN
32 ARTHUR T. McINTOSH AND COMPANY'S CRAWFORD COUNTRYSIDE UNIT
33 NUMBER 2, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF
34 SECTION 15, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD
35 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO, THAT
36 PART OF ADJOINING STREET.

1 Parcel 10:

2 THAT PART OF THE NORTHWEST QUARTER AND THE SOUTHWEST
3 QUARTER OF SECTION TWENTY ONE, TOWNSHIP FORTY-ONE NORTH,
4 RANGE NINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED
5 AND DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF
6 SECTION TWENTY-ONE, AFORESAID; THENCE SOUTH 00 DEGREES 20
7 MINUTES 03 SECONDS WEST, BEING AN ASSUMED BEARING ON THE
8 EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION
9 TWENTY-ONE, A DISTANCE OF 567.31 FT. TO THE WESTERLY LINE
10 OF JACOBS' FARM SUBDIVISION, RECORDED NOVEMBER 4, 1994 AS
11 DOCUMENT NO. 94944947; THENCE SOUTH 38 DEGREES 21 MINUTES
12 58 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID JACOBS'
13 FARM SUBDIVISION, A DISTANCE OF 108.45 FT. TO THE APPARENT
14 NORTHERLY RIGHT-OF-WAY LINE OF IRVING PARK ROAD (ALSO KNOWN
15 AS ILLINOIS ROUTE 19); THENCE NORTH 57 DEGREES 29 MINUTES
16 24 SECONDS WEST, ON SAID APPARENT NORTHERLY RIGHT-OF-WAY
17 LINE, A DISTANCE OF 266.15 FT. (266.40 FT.=DEED) TO AN
18 ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING
19 NORTH 53 DEGREES 43 MINUTES 44 SECONDS WEST, ON SAID
20 APPARENT NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 284.32
21 FT. TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE
22 CONTINUING NORTH 51 DEGREES 25 MINUTES 54 SECONDS WEST, ON
23 SAID APPARENT NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF
24 657.65 FT. (657.68 FT.=DEED) TO THE MOST SOUTHERLY CORNER
25 OF OUTLOT "H" IN STERLING OAKS UNIT TWO, RECORDED JULY 15,
26 2002 AS DOCUMENT NUMBER 0020769602 AND AMENDED BY
27 CERTIFICATE OF CORRECTION RECORDED AUGUST 12, 2002 AS
28 DOCUMENT NUMBER 0020876507; THENCE NORTH 38 DEGREES 28
29 MINUTES 51 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF
30 SAID STERLING OAKS UNIT TWO, A DISTANCE OF 65.47 FT.;
31 THENCE SOUTH 51 DEGREES 25 MINUTES 54 SECONDS EAST, A
32 DISTANCE OF 69.76 FT.; THENCE SOUTH 39 DEGREES 05 MINUTES
33 55 SECONDS EAST, DISTANCE OF 167.72 FT.; THENCE SOUTH 88
34 DEGREES 08 MINUTES 41 SECONDS EAST, A DISTANCE OF 150.79
35 FT.; THENCE NORTH 45 DEGREES 51 MINUTES 58 SECONDS EAST, A
36 DISTANCE OF 145.34 FT.; THENCE NORTH 12 DEGREES 30 MINUTES

1 09 SECONDS EAST, A DISTANCE OF 85.19 FT.; THENCE NORTH 24
2 DEGREES 28 MINUTES 33 SECONDS EAST, A DISTANCE OF 147.51
3 FT.; THENCE NORTH 39 DEGREES 03 MINUTES 52 SECONDS EAST, A
4 DISTANCE OF 248.14 FT.(248.33 FT=DEED); THENCE SOUTH 61
5 DEGREES 25 MINUTES 18 SECONDS EAST, A DISTANCE OF 46.86 FT.
6 TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 99.59 FT.
7 ALONG THE ARC OF A CURVE, CONCAVE NORTHEASTERLY AND HAVING
8 A RADIUS OF 180.0 FT., AND A CHORD DISTANCE BEARING OF
9 SOUTH 77 DEGREES 16 MINUTES 17 SECONDS EAST, AND A CHORD
10 DISTANCE OF SOUTH 98.32 FT. TO THE POINT OF TANGENCY;
11 THENCE NORTH 86 DEGREES 52 MINUTES 44 SECONDS EAST, A
12 DISTANCE OF 199.89 FT. TO THE EAST LINE OF THE NORTHWEST
13 QUARTER OF SAID SECTION TWENTY-ONE; THENCE SOUTH 00 DEGREES
14 20 MINUTES 03 SECONDS WEST, ON THE EAST LINE OF THE
15 NORTHWEST QUARTER OF SAID SECTION TWENTY-ONE, A DISTANCE OF
16 420.86 FT. TO THE POINT OF BEGINNING, IN HANOVER TOWNSHIP,
17 COOK COUNTY, ILLINOIS, CONTAINING 16.612 ACRES MORE OR
18 LESS. ALSO ALL THAT PART OF IRVING PARK ROAD (ALSO KNOWN AS
19 ILLINOIS ROUTE 19) LYING SOUTHWESTERLY OF AND ADJOINING THE
20 ABOVE DESCRIBED PROPERTY, ALL IN COOK COUNTY, ILLINOIS.

21 Parcel 11:

22 THAT PART OF SECTIONS EIGHT, SIXTEEN AND SEVENTEEN,
23 TOWNSHIP 41 NORTH, RANGE NINE, EAST OF THE THIRD PRINCIPAL
24 MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE
25 INTERSECTION OF THE SOUTH LINE OF THE 100 FOOT WIDE
26 RIGHT-OF-WAY OF GOLF ROAD (ILLINOIS ROUTE 58) AND THE EAST
27 LINE OF THE 66 FOOT WIDE RIGHT-OF-WAY OF ROHRSSSEN ROAD;
28 THENCE SOUTH 16 DEGREES 32 MINUTES 42 SECONDS WEST ALONG
29 THE EAST LINE OF SAID ROHRSSSEN ROAD RIGHT-OF-WAY 310.04
30 FT.; THENCE NORTH 73 DEGREES 27 MINUTES 18 SECONDS WEST,
31 66.00 FT. TO A POINT IN THE WEST RIGHT-OF WAY LINE OF SAID
32 ROHRSSSEN ROAD; THENCE SOUTH 89 DEGREES 36 MINUTES 01
33 SECONDS WEST, 807.31 FT.; THENCE NORTH 00 DEGREES 29
34 MINUTES 00 SECONDS WEST, 81.82 FT.; THENCE SOUTH 87 DEGREES
35 13 MINUTES 49 SECONDS WEST, 725.00 FT.; THENCE NORTH 00
36 DEGREES 48 MINUTES 30 SECONDS WEST, 673.60 FT. TO A POINT

1 IN THE SOUTH LINE OF SAID 100 FOOT WIDE RIGHT-OF-WAY OF
2 GOLF ROAD AFORESAID, SAID POINT BEING ON A 3947.40 FOOT
3 RADIUS CURVE; THENCE EASTERLY ALONG SAID 3947.40 FOOT
4 RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 17.70 FT. TO A
5 POINT OF TANGENCY IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH
6 75 DEGREES 16 MINUTES 32 SECONDS EAST, 1482.69 FT. TO A
7 POINT OF CURVATURE IN SAID RIGHT-OF-WAY LINE; THENCE ALONG
8 A 4126.70 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF
9 181.70 FT. TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF SAID
10 ROHRSEN ROAD; THENCE SOUTH 79 DEGREES 03 MINUTES 37
11 SECONDS EAST, 66.32 FT. TO THE POINT OF BEGINNING, TOGETHER
12 WITH ALL THAT PART OF THE 100 FOOT WIDE GOLF ROAD
13 RIGHT-OF-WAY LYING NORTH OF AND ADJACENT TO THE ABOVE
14 DESCRIBED TRACT OF LAND, ALL IN COOK COUNTY, ILLINOIS,
15 CONTAINING 21.94 ACRES MORE OR LESS.

16 Section 99. Effective date. This Act takes effect upon
17 becoming law.